

EXHIBIT “A”

WHEELER, DiULIO & BARNABEI, P.C.

BY: Michael Casper, Esquire
Attorney I.D. No.: 313385
One Penn Center - Suite 1270
1617 JFK Boulevard
Philadelphia, PA 19103
Phone: (215) 568-2900
Email: mcasper@wdblegal.com

MAJOR CASE
JURY TRIED AND Attested by the
Office of Judicial Records
30 JUL 2021 11:48 am
Attorney *S. PRICE* (s)



**BKG FUNERAL HOME &
CREMATION INC.**
1125 W. Lehigh Avenue
Philadelphia, PA 19133

vs.

**STATE FARM FIRE AND
CASUALTY COMPANY**
One State Farm Plaza
Bloomingdale, IL 61701-0001

**COURT OF COMMON PLEAS
PHILADELPHIA COUNTY**

DOCKET NO.

CIVIL ACTION COMPLAINT (1C - Contract)

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the Claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

PHILADELPHIA BAR ASSOCIATION
Lawyer Referral Service
1101 Market St., 11th Floor
Philadelphia, PA 19107-2911
Telephone: 215-238-6333
Fax: 215-238-1159

AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las páginas siguientes, usted tiene veinte (20) días de plazo al partir de la fecha de la demanda y la notificación. Hace falta asentir una comparecencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomará medidas y puede continuar la demanda en contra suya sin previo aviso o notificación. Además, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO IMMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFFICIENTE DE PAGAR TAL SERVICIO. VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

ASOCIACION DE LICENCIADOS DE FILADELPHIA
Servicio De Referencia E Informacion Legal
1101 Market Street, 11th Floor
Filadelfia, Pennsylvania 19107
(215) 238-6333

MAJOR CASE
JURY TRIAL WAIVED

WHEELER, DiULIO & BARNABEI, P.C.

BY: Michael Casper, Esquire
Attorney I.D. No.: 313385
One Penn Center - Suite 1270
1617 JFK Boulevard
Philadelphia, PA 19103
Phone: (215) 568-2900
Email: mcasper@wdblegal.com

Attorney for Plaintiff(s)

BKG FUNERAL HOME &
CREMATION INC.
1125 W. Lehigh Avenue
Philadelphia, PA 19133

vs.

STATE FARM FIRE AND
CASUALTY COMPANY
One State Farm Plaza
Bloomingdale, IL 61701-0001

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DOCKET NO.

CIVIL ACTION COMPLAINT (1C - Contract)

1. Plaintiff, BKG Funeral Home & Cremation Inc. (hereinafter referred to as "Plaintiff"), is a corporation duly organized and existing which is authorized to conduct business within the Commonwealth of Pennsylvania and maintains a place of business at the address set forth above.

2. Defendant, State Farm Fire and Casualty Company, is a corporation duly organized and existing which is authorized to conduct business as an insurance company within the Commonwealth of Pennsylvania and maintains a place of business for that purpose at the address set forth above and regularly issues policies of insurance within the City and County of Philadelphia.

3. Defendant, in its regular course of business issued to Plaintiff a policy of insurance ("the Policy") covering Plaintiff's property located at 1125 W. Lehigh Avenue, Philadelphia, PA 19133 ("the Property"). A true and correct copy of the declarations page of said policy is attached hereto and incorporated herein as **Exhibit A**.

4. On or about August 4, 2020, while the Policy was in full force and effect, Plaintiff suffered direct physical loss and damage to the insured Property believed to be the result of a peril insured against under the Policy, namely, a severe storm caused a tree to fall on Plaintiff's property, resulting in damage to the insured premises and those areas and to the extent set forth in the preliminary estimate of loss, a true and correct copy of which is attached hereto, made part hereof and marked **Exhibit B**.

5. Notice of this covered loss was given to Defendant in a prompt and timely manner and Plaintiff, at all relevant times, fully complied with all of the terms and conditions required by the Policy.

6. Defendant, despite demand for benefits under the Policy, has refused, without legal justification or cause, and continues to refuse, to pay to Plaintiff monies owed for the damages suffered as a result of the Loss.

7. Solely as a result of Defendant's failure and refusal to pay benefits to Plaintiff as required under the Policy, Plaintiff has suffered loss and damage in an amount in excess of \$50,000.00.

COUNT I
In Assumpsit - Breach of Contract

8. Plaintiff incorporates by reference the facts and allegations contained in the foregoing paragraphs as though fully set forth hereinafter at length.

9. Defendant is obligated by the terms of the contract to indemnify Plaintiff's loss.

10. Despite submission of reasonable proof and demand for full and complete payment with respect to Plaintiff's Loss, Defendant has not paid to Plaintiff all of the policy

benefits to which Plaintiff is entitled under the Policy and has refused to provide funds sufficient to bring Plaintiff's property to pre-loss condition.

11. Defendant's denial of coverage was made without a reasonable basis in fact.

12. Defendant's refusal to indemnify Plaintiff's loss constitutes a breach of the insurance contract.

WHEREFORE, Plaintiff demands judgment against Defendant in an amount in excess of \$50,000.00, together with interest and court costs.

COUNT II
In Trespass - 42 Pa.C.S.A. §8371

13. Plaintiff incorporates by reference the facts and allegations contained in the foregoing paragraphs as though fully set forth hereinafter at length.

14. Defendant has engaged in bad faith conduct toward Plaintiff with respect to its adjustment of Plaintiff's covered Loss, in violation of 42 Pa.C.S.A. §8371 et seq.

15. In furtherance of its bad faith and wrongful denial and refusal to pay benefits for Plaintiff's covered Loss, Defendant, acting by and through its duly authorized agents, servants, workmen or employees has engaged in the following conduct:

a. by sending correspondence falsely representing that Plaintiff's loss caused by a peril insured against under the Policy was not entitled to benefits due and owing under the Policy;

b. in failing to complete a prompt and thorough investigation of Plaintiff's claim before representing that such claim is not covered under the Policy;

c. in failing to pay Plaintiff's covered loss in a prompt and timely manner;

d. in failing to objectively and fairly evaluate Plaintiff's claim;

e. in conducting an unfair and unreasonable investigation of Plaintiff's claim;

f. in asserting Policy defenses without a reasonable basis in fact;

g. in flatly misrepresenting pertinent facts or policy provisions relating to coverages at issue and placing unduly restrictive interpretations on the Policy and/or claim forms;

h. in failing to keep Plaintiff or their representatives fairly and adequately advised as to the status of the claim;

i. in unreasonably valuing the loss and failing to fairly negotiate the amount of the loss with Plaintiff or their representatives;

j. in failing to promptly provide a reasonable factual explanation of the basis for the denial of Plaintiff's claim;

k. in unreasonably withholding policy benefits;

l. in acting unreasonably and unfairly in response to Plaintiff's claim;

m. in unnecessarily and unreasonably compelling Plaintiff to institute this lawsuit to obtain policy benefits for a covered loss, that Defendant should have paid promptly and without the necessity of litigation.

16. For the reasons set forth above, Defendant has acted in bad faith in violation of 42 Pa.C.S.A. §8371, for which Defendant is liable for statutory damages including interest from the date the claim was made in an amount equal to the prime rate of interest plus three percent, court costs, attorneys' fees, punitive damages, and such other compensatory and/or consequential damages as are permitted by law.

WHEREFORE, Plaintiff demands judgment against Defendant in an amount in excess of \$50,000.00, together with interest, court costs, counsel fees and damages for delay.

WHEELER, DiULIO & BARNABEI, P.C.

BY: /s/ Michael Casper
MICHAEL CASPER, ESQUIRE
Attorney for Plaintiff(s)

VERIFICATION

I, Michael Casper, counsel for Plaintiff, verify that the statements contained in the foregoing document are true and correct to the best of my knowledge, information and belief, and are made subject to the penalties of 18 Pa.C.S. §4904, relating to unsworn falsification to authorities.

WHEELER, DiULIO & BARNABEI, P.C.

BY: */s/ Michael Casper*
MICHAEL CASPER, ESQUIRE
Attorney for Plaintiff(s)

EXHIBIT A

State Farm at Park Center

PO Box 888854
Dunwoody, GA 30356-0854BKG FUNERAL HOME & CREMATION I
7355 THEODORE ST
PHILADELPHIA PA 19153-2211State Farm Fire and Casualty Company
A stock company with home offices in Bloomington, Illinois

Your State Farm Agent

Maya Brown
1538 Bethlehem Pike
Flourtown PA 19031-2025
Bus: 267-422-6990
Email: maya.brown.eoph@statefarm.com

Renewal Declarations

Policy number: 98-AP-D514-0**Effective date:** August 8, 2021**Policy period:** 12 months**Expiration date:** August 8, 2022*The policy period begins and ends at 12:01 am standard time at the premises location.***BUSINESS OWNERS POLICY**

Automatic renewal - If the State Farm® policy period is shown as **12 months**, this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

NAMED INSUREDBKG FUNERAL HOME & CREMATION I
7355 Theodore St
Philadelphia PA 19153-2211**ENTITY**

Corporation

IMPORTANT MESSAGE(S)

Notice - Information concerning changes in your policy language is included. Please call your agent if you have any questions.

POLICY PREMIUM

This is not a bill. If an amount is due, then a separate statement will be sent prior to the due date. The premium(s) shown below is the 12 months premium(s) for the characteristics of the policy as described in this Declarations.

Total Premium: \$5,129.00**Discounts applied:**Automatic Sprinkler Protection
Protective DevicesBusiness Experience Rating
Years in Business


SECTION I - PROPERTY SCHEDULE

Location number	Location of described premises	Limit of Insurance* Coverage A - Building	Limit of Insurance* Coverage B - Business Personal Property	Seasonal increase - Business Personal Property
001	1125 W LEIGH AVE PHILADELPHIA PA 19133	\$1,301,000	\$155,000	25%

* As of the effective date of this policy, the Limit of Insurance as shown includes any increase in the limit due to Inflation Coverage.

SECTION I - INFLATION COVERAGE INDEX(ES)

Cov A - Inflation Coverage Index: 210.7
 Cov B - Consumer Price Index: 264.9

SECTION I - DEDUCTIBLES

BASIC DEDUCTIBLE \$2,500

SPECIAL DEDUCTIBLES:

Equipment Breakdown: \$2,500
 Money and Securities: \$250

Other deductibles may apply - refer to policy.

SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - EACH DESCRIBED PREMISES

The coverages and corresponding limits shown below apply separately to each described premises shown in these Declarations, unless indicated by "See schedule". If a coverage does not have a corresponding limit shown below, but has "Included" indicated, refer to that policy provision for an explanation of that coverage.

Coverage	Limit of Insurance
Accounts Receivable	
On Premises	\$10,000
Off Premises	\$5,000
Arson Reward	\$5,000
Back-up of Sewer or Drain	\$30,000
Collapse	Included
Damage to Non-owned Buildings from Theft, Burglary or Robbery	Coverage B Limit
Debris Removal	25% of covered loss
Equipment Breakdown	Included
Fire Department Service Charge	\$2,500
Fire Extinguisher Systems Recharge Expense	\$5,000
Forgery or Alteration	\$10,000
Glass Expenses	Included



Coverage	Limit of Insurance
Increased Cost of Construction and Demolition Costs (applies only when buildings are insured on a replacement cost basis)	10%
Money Orders and Counterfeit Money	\$1,000
Money and Securities	
On Premises	\$5,000
Off Premises	\$2,000
Newly Acquired Business Personal Property (applies only if this policy provides Coverage B - Business Personal Property)	\$100,000
Newly Acquired or Constructed Buildings (applies only if this policy provides Coverage A - Buildings)	\$250,000
Ordinance or Law - Equipment Coverage	Included
Outdoor Property	\$5,000
Personal Effects (applies only to those premises provided Coverage B - Business Personal Property)	\$2,500
Personal Property Off Premises	\$15,000
Pollutant Clean Up and Removal	\$10,000
Preservation of Property	30 days
Property of Others (applies only to those premises provided Coverage B - Business Personal Property)	\$2,500
Signs	\$2,500
Valuable Papers and Records	
On Premises	\$10,000
Off Premises	\$5,000
Water Damage, Other Liquids, Powder or Molten Material Damage	Included

SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - PER POLICY

The coverages and corresponding limits shown below are the most we will pay regardless of the number of described premises shown in these Declarations.

Coverage	Limit of Insurance
Loss of Income and Extra Expense	12 Months Actual Loss Sustained
Utility Interruption - Loss of Income	\$25,000

SECTION II - LOCATION SCHEDULE

Location number	Location of described premises
001	1125 W LEIGH AVE PHILADELPHIA PA 19133



SECTION II - LIABILITY

Coverage	Limit of Insurance
Coverage L - Business Liability Per Occurrence	\$1,000,000
Coverage M - Medical Expenses	\$5,000 Any One Person
Damage to Premises Rented to You	\$300,000
Funeral Directors Professional Liability	\$1,000,000
Aggregate Limits	Limit of Insurance
Products/Completed Operations Aggregate	\$2,000,000
General Aggregate	\$2,000,000
Professional Aggregate	\$1,000,000

Each paid claim for Liability Coverage reduces the amount of insurance we provide during the applicable annual period. Please refer to Section II – Liability in the Coverage Form and any attached endorsements.

Your policy consists of these Declarations, the BUSINESSOWNERS COVERAGE FORM shown below, and any other forms and endorsements that apply, including those shown below as well as those issued subsequent to the issuance of this policy.

FORMS AND ENDORSEMENTS

CMP-4100	Businessowners Coverage Form
CMP-4238.1	Amendatory Endorsement (Pennsylvania)
CMP-4404	Funeral Directors Professional Liability
CMP-4525	Amendment of Occurrence Definition
CMP-4561.1	Policy Endorsement
CMP-4572	Amendment of Premiums Condition
CMP-4703.1	Utility Interruption - Loss of Income
CMP-4705.2	Loss of Income and Extra Expense
CMP-4706	Back-up of Sewer or Drain
CMP-4709	Money and Securities
FD-6007	Inland Marine Attaching Declarations
FE-3659	Actual Cash Value Endorsement
* FE-6999.3	Policyholder Disclosure Notice of Terrorism Insurance Coverage

**New Form Attached*

FULL NAMED INSURED

Named Insured: BKG FUNERAL HOME & CREMATION INC



This policy is issued by the State Farm Fire and Casualty Company.

PARTICIPATING POLICY

You are entitled to participate in a distribution of the earnings of the company as determined by our Board of Directors in accordance with the Company's Articles of Incorporation, as amended.

In Witness Whereof, the State Farm Fire and Casualty Company has caused this policy to be signed by its President and Secretary at Bloomington, Illinois.

A handwritten signature in black ink, appearing to read "Michael T. Tyson".

President

A handwritten signature in black ink, appearing to read "Lynne M. Younall".

Secretary

NOTICE TO POLICYHOLDER:

For a comprehensive description of coverage and forms, please refer to your policy.

Policy changes requested before the "Date Prepared", which appear on this notice, are effective on the Renewal Date of this policy unless otherwise indicated by a separate endorsement, binder, or amended declarations. Any coverage forms attached to this notice are also effective on the Renewal Date of this policy.

Policy changes requested after the "Date Prepared" will be sent to you as an amended declarations or as an endorsement to your policy. Billing for any additional premium for such changes will be mailed at a later date.

If, during the past year, you've acquired any valuable property items, made any improvements to insured property, or have any questions about your insurance coverage, contact your State Farm agent.

Please keep this with your policy.

Your coverage amount....

It is up to you to choose the coverage and limits that meet your needs. We recommend that you purchase a coverage limit equal to the estimated replacement cost of your structure. Replacement cost estimates are available from building contractors and replacement cost appraisers, or, your agent can provide an estimate from Xactware, Inc. using information you provide about your structure. State Farm does not guarantee that any estimate will be the actual future cost to rebuild your structure. Higher limits are available at higher premiums. Lower limits are also available, as long as the amount of coverage meets our underwriting requirements. We encourage you to periodically review your coverages and limits with your agent and to notify us of any changes or additions to your structure.

State Farm at Park Center

PO Box 888854
Dunwoody, GA 30356-0854BKG FUNERAL HOME & CREMATION I
7355 THEODORE ST
PHILADELPHIA PA 19153-2211State Farm Fire and Casualty Company
A stock company with home offices in Bloomington, IllinoisYour State Farm Agent
Maya Brown
1538 Bethlehem Pike
Flourtown PA 19031-2025
Bus: 267-422-6990
Email: maya.brown.eoph@statefarm.com

Inland Marine Attaching Declarations

Policy number: 98-AP-D514-0**Effective date:** August 8, 2021**Policy period:** 12 months**Expiration date:** August 8, 2022*The policy period begins and ends at 12:01 am standard time at the premises location.***ATTACHING INLAND MARINE**

Automatic renewal - If the State Farm® policy period is shown as **12 months**, this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

Annual policy premium: Included

The above premium amount is included in the Policy Premium shown on the Declarations.

FULL NAMED INSURED**Named Insured:** BKG FUNERAL HOME & CREMATION INC

Your policy consists of these Declarations, the INLAND MARINE CONDITIONS shown below, and any other forms and endorsements that apply, including those shown below as well as those issued subsequent to the issuance of this policy.

FORMS, OPTIONS AND ENDORSEMENTS

FE-8739	Inland Marine Conditions
FE-8743.1	Inland Marine Computer Property Form
See below for schedule page with limits	

ATTACHING INLAND MARINE SCHEDULE PAGE

Endorsement number	Coverage	Limit of insurance	Deductible amount	Annual premium
FE-8743.1	Inland Marine Computer Property Form	\$25,000	\$500	Included
	Loss of Income and Extra Expense	\$25,000		Included

Other limits and exclusions may apply - refer to your policy.

In accordance with the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2019, this disclosure is part of your policy.

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

Coverage for acts of terrorism is not excluded from your policy. However your policy does contain other exclusions which may be applicable, such as an exclusion for nuclear hazard. You are hereby notified that the Terrorism Risk Insurance Act, as amended in 2019, defines an act of terrorism in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under this policy, any covered losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. Under the formula, the United States Government generally reimburses 80% beginning on January 1, 2020 of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

There is no separate premium charged to cover insured losses caused by terrorism. Your insurance policy establishes the coverage that exists for insured losses. This notice does not expand coverage beyond that described in your policy.

THIS IS YOUR NOTIFICATION THAT UNDER THE TERRORISM RISK INSURANCE ACT, AS AMENDED, ANY LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM UNDER YOUR POLICY MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT AND MAY BE SUBJECT TO A \$100 BILLION CAP THAT MAY REDUCE YOUR COVERAGE.

EXHIBIT B



TSO Adjustment Service, LLC

580 Virginia Dr #130
Fort Washington, PA 19034
(215) 886-7440

Client: Brian Garris
Property: 1125 W. Lehigh Ave.
Philadelphia, PA 19133

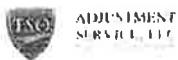
Operator: TRISTATE

Estimator: Timothy O'Gara
Company: TSO Adjustment Service, LLC
Business: 580 Virginia Drive
Ft. Washington, PA 19034

Business: (215) 886-7440
E-mail: tsoadjustmentservice@gmail.com

Type of Estimate: Other
Date Entered: 5/21/2021 Date Assigned:

Price List: PAPH8X_MAY21
Labor Efficiency: Restoration/Service/Remodel
Estimate: TREEDAMAGE-RBLD



TSO Adjustment Service, LLC

580 Virginia Dr #130
Fort Washington, PA 19034
(215) 886-7440

TREEDAMAGE-RBLD

Main Level

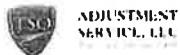
Room 1	Height: 8'
2,240.00 SF Walls	4,800.00 SF Ceiling
7,040.00 SF Walls & Ceiling	4,800.00 SF Floor
533.33 SY Flooring	280.00 LF Floor Perimeter
280.00 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
1. Remove Roll roofing	48.00 SQ	55.11	0.00	0.00	529.06	3,174.34
2. Roll roofing	48.00 SQ	0.00	118.94	198.84	1,181.58	7,089.54
3. R&R Insulation - fiberglass board, 1"	48.00 SQ	47.61	188.58	172.40	2,301.90	13,811.42
4. R&R Sheathing - plywood - 1/2" - treated	450.00 SF	0.67	4.27	70.47	458.70	2,752.17
5. R&R Sheathing - spaced 1" x 8"	450.00 SF	0.72	5.53	70.47	576.60	3,459.57
6. R&R Skylight - flat fixed, 12.1 - 15 sf	3.00 EA	70.89	781.81	114.33	534.48	3,206.91
7. R&R Skylight flashing kit - dome - Large	3.00 EA	8.83	158.62	19.18	104.32	625.85
8. R&R Truss - 4/12 slope - treated	600.00 LF	1.77	9.80	246.24	1,437.64	8,625.88
9. Temporary shoring post - Screw jack (per day) <i>6 for 5 days</i>	30.00 DA	0.00	41.91	0.00	251.46	1,508.76
10. Roofer - per hour	16.00 HR	0.00	147.51	0.00	472.04	2,832.20
11. R&R Drip edge/gutter apron	90.00 LF	0.39	2.87	5.35	59.76	358.51
12. R&R Counterflashing - Apron flashing	30.00 LF	0.70	11.09	2.61	71.26	427.57
13. Roofing sealer - Traffic coat	480.00 SF	0.00	2.15	20.45	210.50	1,262.95
14. R&R Brick - structural (Giant brick), 8"	240.00 SF	2.81	14.40	93.46	844.78	5,068.64
15. Stone column - 24" diameter	12.00 LF	0.00	257.68	138.23	646.08	3,876.47
16. Mason - Brick / Stone - per hour	42.00 HR	0.00	73.39	0.00	616.48	3,698.86
17. Re-point masonry	720.00 SF	0.00	7.19	3.46	1,036.06	6,216.32
18. Seal brick with masonry sealer	720.00 SF	0.00	0.80	13.82	117.96	707.78
19. Tree - removal, no disposal- 24" to 36" dia./large canopy	1.00 EA	1,883.19	0.00	0.00	376.64	2,259.83
20. Tree - removal and disposal - per hour including equipment	24.00 HR	90.84	0.00	0.00	436.04	2,616.20
21. General Demolition - per hour	16.00 HR	53.32	0.00	0.00	170.62	1,023.74

TREEDAMAGE-RBLD

6/29/2021

Page: 2


TSO Adjustment Service, LLC

580 Virginia Dr #130
Fort Washington, PA 19034
(215) 886-7440

CONTINUED - Room1

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Totals: Room1				1,169.31	12,433.96	74,603.51
Total: Main Level				1,169.31	12,433.96	74,603.51

General

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
22. Dumpster load - Approx. 40 yards, 7-8 tons of debris	3.00 EA	929.00	0.00	0.00	557.40	3,344.40
23. Dumpster load - Approx. 12 yards, 1-3 tons of debris	1.00 EA	505.00	0.00	0.00	101.00	606.00
24. Taxes, insurance, permits & fees (Bid Item)	1.00 EA	0.00	0.00	0.00	0.00	0.00
<i>If permits are needed will bill as incurred.</i>						
25. Lead Paint Safety (Bid Item)	1.00 EA	0.00	0.00	0.00	0.00	0.00
26. Commercial Supervision / Project Management - per hour	32.00 HR	0.00	83.84	0.00	536.58	3,219.46
Totals: General				0.00	1,194.98	7,169.86
Line Item Totals: TREEDAMAGE-RBLD				1,169.31	13,628.94	81,773.37

Grand Total Areas:

2,240.00 SF Walls	4,800.00 SF Ceiling	7,040.00 SF Walls and Ceiling
4,800.00 SF Floor	533.33 SY Flooring	280.00 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	280.00 LF Ceil. Perimeter
4,800.00 Floor Area	4,893.78 Total Area	2,240.00 Interior Wall Area
2,544.00 Exterior Wall Area	282.67 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	

TREEDAMAGE-RBLD

6/29/2021

Page: 3

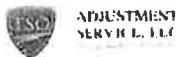
Case ID: 210702551

**TSO Adjustment Service, LLC**

580 Virginia Dr #130
 Fort Washington, PA 19034
 (215) 886-7440

Summary	
Line Item Total	66,975.12
Material Sales Tax	1,169.31
Subtotal	68,144.43
Overhead	6,814.47
Profit	6,814.47
Replacement Cost Value	\$81,773.37
Net Claim	\$81,773.37

Timothy O'Gara


TSO Adjustment Service, LLC

580 Virginia Dr #130
 Fort Washington, PA 19034
 (215) 886-7440

Recap of Taxes, Overhead and Profit

Overhead (10%)	Profit (10%)	Material Sales Tax (6%)	Cleaning Mtl Tax (6%)	Cleaning Sales Tax (6%)	Clothing Acc Tax (6%)	Manuf. Home Tax (6%)	Storage Rental Tax (6%)	Dryclean/Launder dry Tax (6%)
Line Items								
6,814.47	6,814.47	1,169.31	0.00	0.00	0.00	0.00	0.00	0.00
Total								
6,814.47	6,814.47	1,169.31	0.00	0.00	0.00	0.00	0.00	0.00



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Recap by Room

Estimate: TREEDAMAGE-RBLD

Area: Main Level		
Room1	61,000.24	91.08%
Area Subtotal: Main Level		
General	61,000.24	91.08%
Subtotal of Areas	5,974.88	8.92%
Total	66,975.12	100.00%



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Recap by Category

O&P Items	Total	%
GENERAL DEMOLITION	15,796.19	19.32%
FRAMING & ROUGH CARPENTRY	7,137.30	8.73%
LABOR ONLY	2,682.88	3.28%
MASONRY	14,807.34	18.11%
PAINTING	576.00	0.70%
ROOFING	23,629.98	28.90%
WINDOWS - SKYLIGHTS	2,345.43	2.87%
O&P Items Subtotal	66,975.12	81.90%
Material Sales Tax	1,169.31	1.43%
Overhead	6,814.47	8.33%
Profit	6,814.47	8.33%
Total	81,773.37	100.00%